

WAJDA LAW GROUP, APC
Nicholas M. Wajda (State Bar No. 259178)
11400 West Olympic Boulevard
Suite 200M
Los Angeles, California 90064
Telephone: 310-997-0471
Facsimile: 866-286-8433
E-Mail: nick@wajdalawgroup.com
Attorney for the Plaintiff

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TIFFANY COLEMAN,

Plaintiff,

V.

AMERICAN HONDA FINANCE
CORPORATION,

Defendant.

Case No. 8:18-cv-02295

COMPLAINT FOR DAMAGES

**VIOLATION OF THE TELEPHONE
CONSUMER PROTECTION ACT, 47
U.S.C. § 227 ET SEQ.**

JURY TRIAL DEMANDED

COMPLAINT

NOW COMES, TIFFANY COLEMAN, through counsel, WAJDA LAW GROUP, APC, complaining of AMERICAN HONDA FINANCE CORPORATION, as follows:

NATURE OF THE ACTION

1. This action arises under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 *et seq.*

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331.
3. Venue in this district is proper under 28 U.S.C. § 1391(b)(2).

PARTIES

5. TIFFANY COLEMAN (“Plaintiff”) is a natural person, over 18-years-of-age, who at all times relevant resided in this judicial district.

6. Plaintiff is a "person" as defined by 47 U.S.C. § 153(39).

7. AMERICAN HONDA FINANCE CORPORATION (“Defendant”) is a domestic corporation with its principal place of business in Torrence, California.

8. Defendant is a “person” as defined by 47 U.S.C. § 153(39).

FACTUAL ALLEGATIONS

9. At all times relevant, Plaintiff was the sole operator, possessor, and subscriber of the number ending in 7613.

10. At all times relevant, Plaintiff's number ending in 7613 was assigned to a cellular telephone service as specified in 47 U.S.C. § 227(b)(1)(A)(iii).

11. At all times relevant, Plaintiff was financially responsible for her cellular telephone equipment and services.

12. In March of 2017, Plaintiff executed a Retail Installment Contract (the “Contract”) in favor of Defendant.

13. The Contract secured the purchase of Plaintiff's 2016 Honda Accord (the "Vehicle").

14. As result of workplace injury, Plaintiff became unable to make *timely* monthly installment payments.

15. Every month thereafter, Plaintiff became victim to Defendant' relentless collection call campaign as they attempted to collect Plaintiff's monthly payment.

16. Each time Plaintiff answered, Plaintiff was greeted by clear pause prior to being connected to Defendant' representative.

17. In November of 2017, Plaintiff informed Defendant that payments will be routinely late, will be made, before demanding that Defendant stop calling.

18. Subsequent to Plaintiff's November of 2017 request, Defendant proceeded to call Plaintiff 2 to 3 times daily every month until payment was received.

19. In July of 2018, having had enough, Plaintiff mailed written correspondence to Defendant demanding, *inter alia*, that they stop calling.

DAMAGES

20. As stated herein, Defendant's phone calls have severely disrupted Plaintiff's everyday life and overall well-being.

21. Defendant's telephone harassment campaign have caused Plaintiff actual harm, including but not limited to: aggravation that accompanies unsolicited telephone calls, anxiety, diminished value and utility of telephone equipment and telephone subscription services, emotional distress, increased risk of personal injury resulting from the distraction caused by the phone calls intrusion upon and occupation of Plaintiff's cellular telephone capacity, invasion of privacy, loss of battery charge, loss of concentration, mental anguish, nuisance, the per-kilowatt electricity costs required to recharge her cellular telephone as a result of increased usage of her telephone services, and wasting Plaintiff's time.

CLAIMS FOR RELIEF

COUNT I:

Telephone Consumer Protection Act (47 U.S.C. § 227 *et seq.*)

22. All paragraphs of this Complaint are expressly adopted and incorporated herein as though fully set forth herein.

23. Defendant placed or caused to be placed hundreds of non-emergency calls, including but not limited to the aforementioned collection calls, to Plaintiff's cellular telephone utilizing an

1 automatic telephone dialing system (“ATDS”) or an artificial or prerecorded voice without
2 Plaintiff’s consent in violation of 47 U.S.C. §227 (b)(1)(A)(iii).

3 24. Upon information and belief, based on the lack of prompt human response,
4 Defendant employed an ATDS to place calls to Plaintiff’s cellular telephone.

5 25. Upon information and belief, the ATDS employed by Defendant transfers the call
6 to a live representative once a human voice is detected, hence the clear pause.

7 26. Upon information and belief, Defendant acted through its agents, employees, and/or
8 representatives at all times relevant.

9 27. As a result of Defendant violations of 47 U.S.C. §227 (b)(1)(A)(iii). Plaintiff is
10 entitled to receive \$500.00 in damages for each violation.

11 28. As a result of Defendant’s *knowing and willful violations* of 47 U.S.C. §227
12 (b)(1)(A)(iii), Plaintiff is entitled to receive up to \$1,500.00 in treble damages for each violation.

13 WHEREFORE, Plaintiff requests the following relief:

- 14 A. find that Defendant violated 47 U.S.C. § 227 *et seq.*;
- 15 B. enjoin Defendant from placing calls to Plaintiff pursuant to 47 U.S.C. § 227(3)(A);
- 16 C. award statutory damages of \$500.00 for each such violation pursuant to 47 U.S.C.
17 § 227(3)(B);
- 18 D. award treble damages up to \$1,500.00, for each such violation pursuant to 47 U.S.C.
19 § 227(3)(C); and
- 20 E. award such other relief as this Court deems just and proper.

21 **DEMAND FOR JURY TRIAL**

22 Pursuant to Fed. R. Civ. P. 38(b), Plaintiff demands a trial by jury of any and all issues in
23 this action so triable of right.

24 Date: December 28, 2018

25 Respectfully submitted,

1 **TIFFANY COLEMAN**
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4 By: /s/ Nicholas M. Wajda
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7 Nicholas M. Wajda
8 **WAJDA LAW GROUP, APC**
9 11400 West Olympic Boulevard
10 Suite 200M
11 Los Angeles, California 90064
12 Telephone: 310-997-0471
13 Facsimile: 866-286-8433
14 E-mail: nick@wajdalawgroup.com
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